

*United States Court of Appeals  
for the Second Circuit*



**APPELLANT'S  
APPENDIX**



Original

76-7095

B  
PLB

United States Court of Appeals  
FOR THE SECOND CIRCUIT

Docket No. 76-7095

TRIEBWASSER & KATZ, a partnership consisting of  
JONAH TRIEBWASSER and WILLIAM KATZ,

*Plaintiffs-Appellees,*

—against—

AMERICAN TELEPHONE & TELEGRAPH COMPANY, NEW  
YORK TELEPHONE COMPANY and REUBEN H. DONNELLEY  
CORPORATION,

*Defendants-Appellants.*

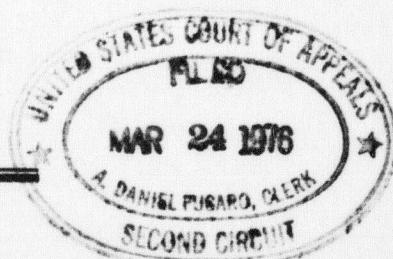
Appeal from the United States District Court  
For the Southern District of New York

APPENDIX  
[Volume II—Pages 316A to 341A]

CLEARY, GOTTLIEB, STEEN & HAMILTON  
One State Street Plaza  
New York, New York 10004  
(212) 344-0600

*Attorneys for Defendants-Appellants*  
*American Telephone and Telegraph Company*  
*New York Telephone Company and The*  
*Reuben H. Donnelley Corporation*

GEORGE E. ASHLEY, ESQ.  
1095 Avenue of the Americas  
New York, New York 10036  
(212) 395 2121  
*Co-Counsel for New York Telephone Company*



316A

Plaintiff's Exhibit 1 - Subpoena addressed to the  
New York Telephone Company (marked as  
Respondents' Exhibit A)

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
TRIEBWASSER & KATZ, a partnership  
consisting of JONAH TRIEBWASSER  
and WILLIAM KATZ,

DOCKET NUMBER 76 Civ. 770  
(JMC)

Plaintiffs,  
-against-

SUBPOENA DUCES TECUM

AMERICAN TELEPHONE & TELEGRAPH  
COMPANY, NEW YORK TELEPHONE COMPANY  
and REUBEN H. DONNELLEY CORPORATION.

-----X  
TO: NEW YORK TELEPHONE COMPANY  
1095 Avenue of the Americas  
New York, New York

YOU ARE HEREBY COMMANDED TO APPEAR at The United States  
Court House, Foley Square, New York, New York, before the  
HONORABLE JOHN M. CANNELLA, in courtroom 102 at 9:30 o'clock  
in the forenoon on the 23rd day of February, 1976, in connection  
with the above entitled action, to testify on behalf of plaintiff,  
TRIEBWASSER & KATZ, in the above entitled action, and bring with  
you the books, papers, documents and any and all records, docu-  
ments, correspondence, memoranda, internal records, cost  
projections, cost estimates, cost reimbursements, filings with  
the New York Public Service Commission, or any other filings  
with Agencies or Commissions of the State of New York, or the  
United States of America relating to telephonic surveillance,

ASHICH, FINLEY  
and POSTEL  
MADISON AVENUE  
YORK, N.Y. 10022  
12 PLAZA 5-1500

Rcc: 5:25 PM. No Fee Collected.  
2/20/76.

318A

"de-bugging", searches of customer and plant equipment for electronic eavesdropping and wiretapping.

DATED: New York, New York  
February 20, 1976

RAYMOND F. BURGHARDT,

CLERK

By:

R. Burhardt  
DEPUTY CLERK

( S E A L )

ASHICH, FINLEY  
and POSTEL  
MADISON AVENUE  
N.Y.C. 10022  
7121 PLAZA 5-1500

319A

Plaintiff's Exhibit 2 - Subpoena addressed to AT&T  
(marked as Respondents' Exhibit B)

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

021-3384

TRIEBWASSER & KATZ, a partnership  
consisting of JONAH TRIEBWASSER  
and WILLIAM KATZ,DOCKET NUMBER 76 Civ. 770  
(JMC)Plaintiffs,  
-against-SUBPOENA DUCES TECUMAMERICAN TELEPHONE & TELEGRAPH  
COMPANY, NEW YORK TELEPHONE COMPANY  
and REUBEN H. DONNELLEY CORPORATION.TO: AMERICAN TELEPHONE & TELEGRAPH COMPANY  
195 Broadway  
New York, New York

YOU ARE HEREBY COMMANDED TO APPEAR at The United States Court House, Foley Square, New York, New York, before the HONORABLE JOHN M. CANNELLA, in courtroom 102 at 9:30 o'clock in the forenoon on the 23rd day of February, 1976, in connection with the above entitled action, to testify on behalf of plaintiff, TRIEBWASSER & KATZ, in the above entitled action, and bring with you the books, papers, documents and any and all records, documents, correspondence, memoranda, internal records, cost projections, cost estimates, cost reimbursements, filings with the New York Public Service Commission, or any other filings with Agencies or Commissions of the State of New York, or the United States of America relating to telephonic surveillance,

ASHICH, FINLEY  
and POSTEL  
MADISON AVENUE  
NEW YORK, N.Y. 10022

212) PLAZA 5-1500

321A

"de-bugging", searches of customer and plant equipment for electronic eavesdropping and wiretapping.

DATED: New York, New York  
February 20, 1976

RAYMOND F. BURGHARDT,

CLERK

By:

M. Johnson  
DEPUTY CLERK

( S E A L )

ASHICH, FINLEY  
and POSTEL  
MADISON AVENUE  
NEW YORK, N.Y. 10022  
121 PLAZA 5-1500

Plaintiff's Exhibit 1A - Note addressed to Patrick  
Walsh, Esq., indicating when N.Y. Telco sub-  
poena was served (marked as Respondents' Ex-  
hibit A1)



New York Telephone

1/15 -

Bob was

driven on 03

at 5:25 --

Call Mr. Borashick,  
He indicated you  
would be in --  
Sgt. C. Gary

Charles A. Gary  
(212) 395-0242

Defendants' Exhibits C and D - Business cards of  
Messrs. Finegan and Bertinetti (marked as  
Petitioner's Exhibits 1 and 2)

325A



Louis G. Finegan  
*Account Representative*

The Reuben H. Donnelley Corporation  
SALES REPRESENTATIVE FOR NEW YORK TELEPHONE  
711 3rd Ave., New York, N.Y. 10017  
(212) 972 7235 - (212) 972 7700



Joseph J. Bertinetti  
*District Sales Manager*

The Reuben H. Donnelley Corporation  
SALES REPRESENTATIVE FOR NEW YORK TELEPHONE  
711 3rd Ave., New York, N.Y. 10017  
(212) 972 7196 - (212) 972 7700

326A

Plaintiff's Exhibit 3 - Order for Directory  
Representation (3 pages) (marked as  
Petitioner's Exhibit 3)

TRANSACTION		NUMBER/CODE		NEW YORK TELEPHONE COMPANY ORDER FOR DIRECTORY REPRESENTATION										AREA QUEENS		NEW YORK TELEPHONE CO.		TO STATE DATE			
T-TRIEBWASSER-KATZ 2 W 45 ST NEW YORK NY BILL CHARGE ONLY				1/16/76		L.D. NUMBER		REG		MF NO		OFFICE NO		REG CODE		BUS. GRP. CO.		ASIGN		NEXT DATE	
						TRANSACTIONS				BS. CO.		CYCLE REG		REG CODE		BUS. GRP. CO.		ASIGN		THIS DATE	
SVC. ORD. DATE		ORD. EN. DATE		TYPE SVC.		TYPE LIST		LIST DATE		LIST ACCT. NO.		LIST TELEPHONE NUMBER									
1 ISSUE		ISSUE		ISSUE		ISSUE		ISSUE		ISSUE 6/76		ISSUE 6/76		ISSUE 6/76							
DIRECTORY		DIRECTORY		DIRECTORY		DIRECTORY		DIRECTORY		DIRECTORY A1A5-A1B6		DIRECTORY C1C4-L4		DIRECTORY C1C4-L4		DIRECTORY QUEENS					
2 UNIT	RATE	UNIT	RATE	UNIT	RATE	UNIT	RATE	UNIT	RATE	UNIT	RATE	UNIT	RATE	UNIT	RATE	UNIT	RATE	UNIT	RATE		
										M2HS	M2HS	I2HS	30.80			HEADING CO	INVESTIGATORS PRIVATE				
												DPIC	10.00				INVESTIGATORS PRIVATE				
												ARL					INVESTIGATORS PRIVATE				
4 TOTAL	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL				160.00			SPECIAL REQUESTS CHARGE	THE APPLICANT HEREBY REQUESTS THE NEW YORK TELEPHONE COMPANY TO MARK THE ABOVE UNITS OF REPRESENTATION IN THE DIRECTORIES SPECIFIED, SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE, WHICH THE UNDERSIGNER HAS READ.				
CURRENT	CURRENT	CURRENT	CURRENT	CURRENT	CURRENT	CURRENT	CURRENT	CURRENT	CURRENT							161.00	THIS ORDER WILL CONTINUE AS TO SUBSEQUENT ISSUES UNTIL WITHDRAWN OR REJECTED AS PROVIDED HEREIN.				
PREVIOUS	PREVIOUS	PREVIOUS	PREVIOUS	PREVIOUS	PREVIOUS	PREVIOUS	PREVIOUS	PREVIOUS	PREVIOUS								APPLICANT				
5 SIGNER'S NAME		NAME														SPECIAL CO. ID		AUTHORIZED BY (Signer who acknowledges receipt of duplicate copy of the order)			
PRINT SIGNER'S FIRST AND LAST NAME IN FULL		SALES REPRESENTATIVE						DATE		ISSUE		ASIGN AMT		FUTURE AMT		TIME AMT		X DATE			

DIRECT INQUIRIES TO: The Barbara H. Danner Corporation, 110 South Second Street, Suite 1000, New York, NY 10010, Telephone 212-522-8000. Information for the New York Identification Committee.

**APPLICANT'S COPY OF ORDER 2**

## **TERMS AND CONDITIONS OF ORDER FOR DIRECTORY REPRESENTATION**

The Applicant understands and agrees that:

- The Application Understands and Agrees:**

  1. The directory advertising units representing the New York Telephone Company, identified on the Applicant's copy of this order, is authorized by the New York Telephone Company (hereinafter called "Company"). To obtain units of representation in telephone directories published by the Company such units of representation being hereinafter called "units" or "units" that is not authorized to agree to insert the units ordered or to bind the Company in any manner whatsoever not expressly provided for herein.
  2. The charge shown on this order for each unit will be billed monthly during the period of the duration as indicated in the agreement between the Company and the Applicant. Charges for more than one month may be inserted on one bill. Payment will be due when bills are rendered. In the event that the Applicant fails to pay any amount due him/her, all amounts remaining to be paid hereunder for the units in the then current issue of said directory or directories shall become due and payable forthwith.
  3. The Applicant may withdraw this order in whole or in part, by giving written notice not later than the cancellation closing date for the directory involved. Cancellation dates will be furnished upon request.
  4. In the event that the Applicant desires to conduct the business referred to in the representation and all telephone service referred to herein is terminated and remains terminated for the entire period of time, or is not altered or transferred to another telephone number, the Applicant will not be charged for such period of time. In the judgment of the Company, neither the Applicant nor any successor of the Applicant, receives any benefit from the continued representation of the representation in the current issue. Termination of a listing referred to in the representation at such time that a telephone advertising service listing referred to in the representation does not constitute termination of telephone service.
  5. The Company, in its sole discretion, may determine when any particular issue of a directory shall be discontinued and the succeeding issue published.
  6. The Company owner guarantees that any Yellow Pages™ will appear on one specific page or at any specific position on a page.
  7. The person signing this order warrants that he is authorized to sign it.
  8. The advertiser assumes sole responsibility for the protection of its copyright in any writing, pictorial illustration, design, logo, photograph, or combination of the sort included in its advertisement(s).
  9. The Applicant warrants that he has the right to use any trade mark, or trade name, or any listing thereunder, or in any unit ordered, and in the manner and in accordance with the copy submitted. The Applicant also warrants he has the right to use any name, portrait, picture or illustration of a person shown in the copy submitted for representation. The Applicant agrees to give notice in writing if he should cease to have any such right.
  10. A trade mark heading or a listing under a trade name caption is ordered with the understanding that other persons claiming to be authorized may also be listed hereunder unless the Company is otherwise directed in writing by the owner of the trade mark or trade name or by the owner's authorized agent.
  11. The Applicant agrees to indemnify and hold harmless the Company from and against all liability, claims, demands, suits, or causes of action, whether or not attributable to the negligence of the Company, and will pay all expenses, including attorney's fees, incurred by the Company in the defense thereof, arising out of the publication of any trade mark, trade name, or any name, portrait, picture or illustration of a person in accordance with this order or any copy submitted in connection with this order.
  12. With the Company will endeavor, on request, to show the Applicant proof of representation (other than space listings, extra line or listing), the liability of the Applicant hereunder shall not be affected by failure to show such proof.
  13. Publication of any unit in any issue of any directory specified shall constitute acceptance of this order for such unit with respect to such issue of such directory only. The issuance of any unit in any issue of any other directory specified shall constitute a rejection by the Company of such order with respect to such unit of any other directory. Credit shall be made of any monies paid hereunder applicable to a unit issued from any directory based upon the established charge for publication of such unit if it were published in that directory alone. In the event of cancellation more than one of the directories specified, the total refund shall not exceed the payment made hereunder applicable to such unit. Upon making of refund as described in this paragraph 10 no other or further liability shall exist.
  14. The Company reserves the right, without notice to the Applicant, to make all listings and advertisements conform with the official records of the Company as to address and telephone number, and to alter any representation in order to make it conform with the standards and practices governing the printing of telephone directories published by the Company.
  15. No error or other deviation in a unit in any specified directory shall affect the obligation of the Applicant hereunder to pay the full charges therefore, unless such error or deviation substantially diminishes the value of such unit in such directory. The liability, if any, for any error or deviation in a unit in any specified directory shall in no event exceed the established charge for publication of such unit if the same were published in that directory alone for the period during which such error or deviation continues. In the event of error or deviation in a unit in more than one specified directory, the liability, if any, shall in no event exceed the amount which shall have been paid hereunder for such unit for the period during which such error or deviation continues.
  16. The Company is not responsible for special agreements of any nature unless in writing and signed by an officer of the Company. Publication of any unit shall not constitute a waiver of this condition.
  17. The Company reserves the right to restrict or refuse advertising for such periods of time as the Company in its sole discretion may determine where (a) in the sole judgment of the Company the units of advertising ordered by the Applicant contain willfully false statements, wilfully send to invalid directory users to the Applicant's method or place of operation or violate city, state or federal regulations or rulings; or (b) the Company had directory complaints from directory users and/or city, state or federal regulatory agencies which in the sole judgment of the Company indicate the Applicant is engaging in unethical business practices.

#### **EXPLANATION OF UNIT CODES**

YELLOW PAGES

Line	Unit of Operation & Function
B1	Service Point Change
B2	Regular Voting Structure
B3	Regular Voting Business
B4	Term Voting Structure
B5	Term Voting Business
B6	Local Ballot Selection
B7	Local Ballot Business
B8	Admission of Electing Structure
B9	Admission of Electing Business
C1	Code Reference - Regular Voting Structure
C2	Code Reference - Term Voting Structure
C3	Code Reference - Local Ballot Selection
C4	Code Reference - Local Ballot Business
C5	Trade Rule Production
C6	Trade Rule Update
C7	Trade Specification
C8	Trade Specification Business
C9	Trade Topic

- Major role in market as an institution : using Example - MSIT
- as Protagonist Designating Market Price Level

YELLOW PAGE

**LIST OF REPRIMANDS**

Trade Cross Reference
Trade Allegiance Call Letter
Trade Captain Name
Trade Position
Trade Name
Trade Name Register Listing Information
Grade - Regular
Grade - Semi-Reg.
Grade - Ret.
Grade - Extra Grade
Grade - Class Leader
Grade - Special Leader
Grade - 10 Month Service
Grade - 12 Month Service
Grade - 16 Month Service
Grade - 20 Month Service
Grade - 25 Month Service
Grade - One Year Service

YELLOW PAGES

YELLOW PAGES

LINE OF REPRESENTATION	
Double 2-16 Column Display	
Double Quarter Column Display	
Double One-Third Column Display	
Double Three Eighths Column Display	
Double Half Column Display	
Product-Sell Double Column Display	
Product-Sell One-Third Column Display	
Product-Sell One-Eighth Column Display	
Product-Sell Quarter Column Display	
Product-Sell Half Column Display	
Product-Sell Sixteenths Column Display	
Product-Sell Eighth Column Display	
Product-Sell Double Half Column Display	
<b>WHITE PAGES</b>	
White Pages	Cross Reference Page
White Pages	Bold Listing
White Pages	Cross Reference Bold Listing
White Pages	Top Margin
Bottom Margin (2 or 4 Col)	
1 Column Bottom Margin	
2 Columns Bottom Margin	
3 Columns Bottom Margin	
2 Column Bottom Margin	H (4 col)

FOR OFFICE USE ONLY

SATELLITE  
PRE-CHECK      COPY RELEASED      A/B UNIT      PROCESSING      SALES ACTION EXPEDITE      TAPE/WRITER VERIFIED      REGISTER OUTPUT      DISCREPANCY

TELEPHONE		SERVICE COPIES		NEW YORK TELEPHONE COMPANY ORDER FOR DIRECTORY REPRESENTATION										AREA CODES		NEW BILL TELEPHONE NUMBER		FD-3850 (6/74)															
TRIBORO RD & KAIZ 2 W 45 ST NEW YORK NY BILL CHARGE ONLY		14036		I.D. NUMBER		PAGE		REF NO.		OFFICE NO.		PRO CODE		BUS/GP CD		ASGN		NEXT DST		BILL TELEPHONE NUMBER													
				TRANSACTION		2		108		140		CYCLE SEQ		FAD CODE		EUS/GU/CU		P		IN USE		786 7330 00212											
																		P		810		ACC. TO FEDERAL COMM. COMMISSION											
SVC C/D DATE		ODG S/R DATE		TYPE SVC		TYPE LIST		LIST DIST		STG NO.		LIST/PHONE NUMBER																					
ISSUE		ISSUE		ISSUE		ISSUE		ISSUE		ISSUE		DIRECTORY		DIRECTORY		DIRECTORY		DIRECTORY		DIRECTORY		KATZ WILLIAM 2 W 45											
DIRECTORY		DIRECTORY		DIRECTORY		DIRECTORY		DIRECTORY		DIRECTORY		MAS-MODUL		E.G.C.-TAG		QUEENS						INVESTIGATORS PRIVATE											
UNIT		RATE		UNIT		RATE		UNIT		RATE		UNIT		RATE		UNIT		RATE		UNIT		RATE											
1		1		1		1		1		1		1		1		1		1		1		1											
TOTAL		TOTAL		TOTAL		TOTAL		TOTAL		TOTAL		TOTAL		TOTAL		TOTAL		TOTAL		TOTAL		TOTAL		328A									
CURRENT		CURRENT		CURRENT		CURRENT		CURRENT		CURRENT		CURRENT		CURRENT		CURRENT		CURRENT		CURRENT		TOTAL BOUNDARY CHARGE		THE APPLICANT REQUESTS EXCLUSIVELY THE NEW YORK TELEPHONE COMPANY TO INVEST THE ABOVE VIEWS OF REPRESENTATION IN THE DIRECTOR'S SECTION, SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE HEREOF, WHICH THE UNDERSIGNED HAS READ.									
PREVIOUS		PREVIOUS		PREVIOUS		PREVIOUS		PREVIOUS		PREVIOUS		PREVIOUS		PREVIOUS		PREVIOUS		PREVIOUS		PREV. TAC		APPLICANT		THIS ORDER WILL CONTINUE AS TO SUBSEQUENT ISSUES UNTIL WITHDRAWN OR REJECTED AS PROVIDED HERIN.									
SIGNER		NAME																		SUBSCRIBER		AUTHORIZED BY (Signer also acknowledge receipt of duplicate copy of this order)		A 72839									
PRINT SIGNER'S FIRST AND LAST NAME IN FULL		SALES REPRESENTATIVE		DATE		ISSUE		ASGN AMT		FUTURE AMT		TYPE		TAC				X		TAC													

DIRECT INQUIRIES TO: THE SEUBEN H. DONNELLEY CORPORATION 711 THIRD AVENUE, NEW YORK, N.Y. 10017. TELEPHONE 212 972-6000 Sales Representative for the New York Telephone Company.

APPLICANT'S COPY OF ORDER

**The Applicant understands and agrees that:**

1. The directory advertising sales representative of the New York Telephone Company, identified on the Applicant's copy of this order, is authorized by the New York Telephone Company, the telephone company publishing the directory into which the representation is ordered, if other than New York Telephone Company (hereinafter collectively called "Company"), to solicit units of representation in telephone directories published by the Company (such units of representation being hereinafter called "units") but is not authorized to agree to insert the units ordered or to bind the Company in any manner whatsoever not expressly provided for herein.
2. As used in this Application, the masculine includes the feminine, and where the sense requires, the neuter gender.
3. The charges shown on this order for each unit will be billed monthly during the period of the life of the directories involved but, by mutual agreement between the Company and the Applicant, charges for more than one month may be included on one bill. Payment will be due when bills are rendered; in the event that the Applicant fails to pay promptly any amount due hereunder, all amounts remaining to be paid hereunder for the units in the then current issue of said directory or directories shall become due and payable forthwith.
4. The Applicant may withdraw this order, in whole or in part, by giving written notice not later than the cancellation closing date for the directory involved. Cancellation closing date will be furnished upon request.
5. In the event that the Applicant ceases to conduct the business referred to in the representation and all telephone service referred thereto is terminated and remains terminated for the life of the issue, and calls are not referred or transferred to another telephone number, the Applicant will not be charged for such periods as, in the judgment of the Company, neither the Applicant, nor any successor of the Applicant, receives any benefit from the continued appearance of the representation in the current issue. Termination of a listing referred to in the representation or termination of a telephone answering service listing referred to in the representation, does not constitute termination of telephone service.
6. The Company, in its sole discretion, shall determine when any particular issue of a directory shall be discontinued and the succeeding issue published.
7. The Company cannot guarantee that any Yellow Pages unit will appear on any specific page or at any specific position on a page.
8. a. The person signing this order warrants that he is authorized to sign it.  
b. The advertiser assumes sole responsibility for the protection of its copyright in any writing, pictorial illustration, design, map, photograph, or combination thereof included in its advertisement(s).
- c. The Applicant warrants that he has the right to use any trade mark, or trade name, or any listing thereunder, or in any unit ordered, and, in the manner and in accordance with the copy submitted. The Applicant also warrants he has the right to use any name, portrait, picture or illustration of a person shown in the copy submitted for representation. The Applicant agrees to give notice in writing if he should cease to have any such right.
- d. A trade mark heading or a listing under a trade name caption is ordered with the understanding that other persons claiming to be authorized may also be listed thereunder, unless the Company is otherwise directed in writing by the owner of the trade mark or trade name or by the owner's authorized agent.

**TERMS AND CONDITIONS OF ORDER FOR DIRECTORY REPRESENTATION - RATES FURNISHED UPON REQUEST**

9. The Applicant agrees to indemnify and hold harmless the Company from and against any and all liability, claims, demands, suits, or causes of action, whether or not attributable to the negligence of the Company, and will pay all expenses, including attorney's fees, incurred by the Company in the defense thereof, arising out of the publication of any trade mark, trade name, or any name, portrait, picture or illustration of a person in accordance with this order or any copy submitted in connection with this order.
10. While the Company will endeavor, on request, to show the Applicant proof of representation (other than space listings, extra line or listings), the liability of the Applicant hereunder shall not be affected by failure to show such proof.
11. Publication of any unit in any issue of any directory specified shall constitute acceptance of this order for such unit with respect to such issue of such directory only. The omission of any unit from any issue of any directory specified shall constitute a rejection by the Company of the order with respect to such issue of that directory. A refund shall be made of any money paid hereunder applicable to a unit omitted from any directory, based upon the established charge for publication of such unit if it were published in that directory alone. In the event of omission from more than one of the directories specified, the total refund shall not exceed the payment made hereunder applicable to such unit. Upon making of refund as described in this paragraph 10 no other or further liability shall exist.
12. The Company reserves the right, without notice to the Applicant, to make all listings and advertisements conform with the official records of the Company as to address and telephone number, and to alter any representation in order to make it conform with the standards and practices governing the printing of telephone directories published by the Company.
13. No error or other deviation in a given unit specified directory shall affect the obligation of the Applicant hereunder to pay the full charges therefore, unless such error or deviation substantially diminishes the value of such unit and in such directory. The liability, if any, for any error or deviation in a unit in any specified directory shall in no event exceed the established charge for publication of such unit if the same were published in that directory alone for the period during which such error or deviation continues. In the event of error or deviation in a unit in more than one specified directory the liability, if any, shall in no event exceed the amount which shall have been paid hereunder for such unit for the period during which such error or deviation continues.
14. The Company is not responsible for special agreements of any nature, unless in writing and signed by an officer of the Company. Publication of any unit shall not constitute a waiver of this condition.
15. The Company reserves the right to restrict or refuse advertising for such periods of time as the Company in its sole discretion may determine where (a) in the sole judgment of the Company the units of advertising ordered by the Applicant contain willfully false statements, willfully some to mislead directory users as to the Applicant's method or place of operation or violate city, state or federal regulations or rulings or (b) the Company had directory complaints from directory users and/or city, state or federal regulatory agencies which in the sole judgment of the Company indicate the Applicant is engaging in unethical business practices.

**RATES FURNISHED UPON REQUEST**

**YELLOW PAGES**

**UNIT OF REPRESENTATION**

SAL	Service Listing (No Charge)
SL*	Service Listing Standard
SLB*	Regular Listing Standard
SLC	Service Bold Listing
TBL	Bold Listing
TBL*	Extra Line (5 words)
AL	Alternate Call Line Standard
ALB	Alternate Call Line Bold
CRL	Cross Reference—Regular Listing Standard
CRB	Cross Reference—Regular Listing Standard
CRS	Cross Reference—Service Bold Listing
1 CR	Cross Reference—Service Extra Line
CTM	Custom Trade Mark Heading
TM	Trade Mark Heading
TR*	Trade Regular Listing
TRL	Trade Bold Listing
TRB	Trade Solid Listing
TE	Trade Extra Line

\* May also be coded as an Indented Listing. Example—INDT II.

\*\* Prefix denotes Market Plan Used.

**YELLOW PAGES**

**EXPLANATION OF UNIT CODES**

UNIT OF REPRESENTATION
Trade Cross Reference
Trade Alternative Call Listing
Trade Bold Listing
Trade Name Listing
Trade Name Extra Line
Trade Name Alternate Call Listing
Trade Name Regular Listing (Indented)
Guide—Standard
Guide—Service Bold
Guide—Bold
Guide—Extra Line
Guide—Standard
Guide—One Line Space Listing
Guide—1/4 inch Space Listing
Guide—1/2 inch Space Listing
Guide—1/4 inch Space Listing
Guide—1/2 inch Space Listing
Guide—1/4 inch Space Listing
Guide—1/2 inch Space Listing
One Line Space Listing

**YELLOW PAGES**

**UNIT OF REPRESENTATION**

1 1HS	1/4 inch Space Listing
1 2HS	1/2 inch Space Listing
1 3HS	3/4 inch Space Listing
1 4HS	1 inch Space Listing
5HS	2 1/2 inch Space Listing
1 3/4 SC	1 1/4 inch Space Listing
1 4 1/2 SC	2 inch Space Listing
5 1/2 SC	2 1/2 inch Space Listing
5 1/2 SC	2 1/2 inch Space Listing
1 AB	Anchor—Regular Listing (Indented)
1 ABL	Anchor—Bold Listing
1 AHS	1/4 inch Anchor Space Listing
1 A2HS	1/2 inch Anchor Space Listing
1 A3HS	3/4 inch Anchor Space Listing
1 A4HS	1 inch Anchor Space Listing
1 ASHS	2 1/2 inch Anchor Space Listing
1 A3/4 HC	1 1/4 inch Anchor Space Listing
1 A4 1/2 HC	2 inch Anchor Space Listing
1 A5 1/2 HC	2 1/2 inch Anchor Space Listing
1 OC	One Line Space Listing
1 OTS	One Line Space Listing

**YELLOW PAGES**

**UNIT OF REPRESENTATION**

1 DOC	Double Quarter Column Display
1 HC	Half Column Display
1 DIC	Double One-Third Column Display
1 DHC	Double Half Column Display
1 DC	Double Column Display
1 DTG	Double Three-Quarters Column Display
1 DQC	Product Set Quarter Column Display
1 PDT	Product Set 3/16 Column Display
1 PDQC	Product Set Double Quarter Column Display
1 PTC	Product Set Half Column Display
1 PDC	Product Set Double One-Third Column Display
1 PDC	Product Set Double Half Column Display
1 WPC	White Pages Cross Reference Bold Listing
1 WCA	Bottom Margin (3 or 4 Col.)
1 WTS	1 Column Bottom Margin
1 WBM	2 Column Bottom Margin
1 W2BM	3 Column Bottom Margin (4 col. dir.)
1 W3BM	

**WHITE PAGES**

**UNIT OF REPRESENTATION**

1 WPL	White Pages Bold Listing
1 WCA	Bottom Margin (3 or 4 Col.)
1 WTS	1 Column Bottom Margin
1 WBM	2 Column Bottom Margin
1 W2BM	3 Column Bottom Margin (4 col. dir.)

**FOR OFFICE USE ONLY**

SALES CLERICAL	PICKUP	COPY RELEASED	WEB UNIT	PROCESSING	SALES ACTION EXPEDITOR	TAPE/WRITER VERIFIER	REGISTER OUTPUT	DISCREPANCY

**BEST COPY AVAILABLE**

ID 3851F (9/78)



## TERMS AND CONDITIONS OF ORDER FOR DIRECTORY REPRESENTATION

### The Applicant understands and agrees that:

1. The directory advertising sales representative of the New York Telephone Company, identified on the Applicant's copy of this order, is authorized by the New York Telephone Company (hereinafter called "Company") to solicit units of representation in telephone directories published by the Company (such units of representation being hereinafter called "unit" or "units") but is not authorized to agree to insert the units ordered or to bind the Company in any manner whatsoever not expressly provided for herein.
2. The charges shown on this order for each unit will be billed monthly during the period of the life of the directories involved but, by mutual agreement between the Company and the Applicant, charges for more than one month may be included on one bill. Payment will be due when bills are rendered. In the event that the Applicant fails to pay promptly any amount due hereunder, all amounts remaining to be paid hereunder for the units in the then current issue of said directory or directories shall become due and payable forthwith.
3. The Applicant may withdraw this order in whole or in part, by giving written notice not later than the cancellation closing date for the directory involved. Cancellation closing dates will be furnished upon request.
4. In the event that the Applicant ceases to conduct the business referred to in the representation and all telephone service referred to therein is terminated, and calls are not referred or transferred to another telephone number, the Applicant will not be charged for such periods as, in the judgment of the Company, neither the Applicant, nor any successor of the Applicant, receives any benefit from the continued appearance of the representation in the current issue. Termination of a listing referred to in the representation or termination of a telephone answering service listing referred to in the representation, does not constitute termination of telephone service.
5. The Company, in its sole discretion, shall determine when any particular issue of a directory shall be discontinued and the succeeding issue published.
6. The Company cannot guarantee that any Yellow Pages unit will appear on any specific page or at any specific position on a page.
- 7a. The person signing this order warrants that he is authorized to sign it.
- b. The advertiser assumes sole responsibility for the protection of its copyright in any writing, pictorial illustration, design, map, photograph, or combination thereof included in its advertisement(s).
- c. The Applicant warrants that he has the right to use any trade-mark, or trade name, or any listing thereunder, or in any unit ordered, and in the manner and in accordance with the copy submitted. The Applicant also warrants he has the right to use any name, por-

- trait, picture or illustration of a person shown in The Applicant agrees to give notice in writing if d. A trade mark heading or a listing under a trade mark or trade name, or by the owner's authorization, unless the Company is otherwise directed.
8. The Applicant agrees to indemnify and hold harmless the Company and all liability, claims, demands, suits, or causes of action arising out of or resulting from the negligence of the Company, and will pay all expenses incurred by the Company in the defense thereof.
  9. While the Company will endeavor, on request, to accommodate the Applicant in respect to publication (other than space listings, extra line or extra space) of any unit in any issue of the directory, the omission of any unit in any issue of this order for such unit with respect to any issue of the directory shall constitute a cancellation of such unit with respect to such issue, and will not affect the liability of the Company hereunder applicable to the omitted unit for the period during which such unit was listed.
  10. Publication of any unit in any issue of the directory, or the omission of any unit in any issue of this order for such unit with respect to any issue of the directory shall not be affected by failure to show the same in any issue of the directory.
  11. The Company reserves the right, without notice, to change the standards and practices governing the preparation and publication of advertisements conform with the official records of the Company, and to alter any representations and practices governing the preparation and publication of the Company.
  12. No error or other deviation in a unit shall affect the liability of the Company to pay the full charges therefor, unless such error or deviation diminishes the value of such unit. The liability of the Company for such unit shall in no event exceed the amount which would have been paid for such unit for the period during which such error or deviation occurred.
  13. The Company is not responsible for special arrangements made by the Applicant and signed by an officer of the Company. Purchasers of units shall be bound by the terms of this condition.

### RATES FURNISHED

### EXPLANATION OF UNIT CODES

#### YELLOW PAGES UNIT OF REPRESENTATION

SRL	Service Listing (No Charge)
RL*	Regular Listing-Standard
RRL*	Regular Listing-Related
SL*	Semi Bold Listing
BL*	Bold Listing
EL*	Extra Line (5 words)
AL*	Alternate Call Listing-Standard
RAL*	Alternate Call Listing-Related
CRL*	Cross-Reference — Regular Listing Standard
RCRL*	Cross-Reference — Regular Listing-Related
CSL*	Cross Reference — Semi-Bold Listing
CBL*	Cross Reference — Bold Listing
CTM*	Custom Trade Mark Heading
TM*	Trade Mark Heading
TRL*	Trade Regular Listing
TSL*	Trade Semi-Bold Listing
TBL*	Trade Bold Listing
TE*	Trade Extra Line

#### YELLOW PAGES UNIT OF REPRESENTATION

TC	Trade Cross-Reference
TAL	Trade Alternate Call Listing
TCT	Trade Caption Text
TH*	Trade Name Listing
TNE	Trade Name Extra Line
TNAL	Trade Name Alternate Call Listing
TNRL	Trade Name Regular Listing (Indented)
CRL*	Guide — Regular
GSL	Guide — Semi-Bold
GBL	Guide — Bold
GEL	Guide — Extra Line
GAL	Guide — Alternate Listing
G1LS	Guide — One Line Space Listing
G1HS	Guide — $\frac{1}{2}$ Inch Space Listing
G2HS	Guide — 1 Inch Space Listing
G3HS	Guide — $\frac{1}{2}$ Inch Space Listing
Gens	Guide — 2 Inch Space Listing
G5HS	Guide — $\frac{3}{4}$ Inch Space Listing

#### YELLOW PAGES UNIT OF REPRESENTATION

1LS	One Line Space Listing
1HS	$\frac{1}{2}$ Inch Space Listing
2HS	1 Inch Space Listing
3HS	$\frac{1}{2}$ Inch Space Listing
4HS	2 Inch Space Listing
5HS	$\frac{3}{4}$ Inch Space Listing
3HSC	$\frac{1}{2}$ Inch Space Listing Caption
4HSC	2 Inch Space Listing Caption
5HSC	$\frac{3}{4}$ Inch Space Listing Caption
ARL	Anchor — Regular Listing (No Charge)
ABL	Anchor — Bold Listing
A1HS	$\frac{1}{2}$ Inch Anchor Space Listing
A2HS	1 Inch Anchor Space Listing
A3HS	$\frac{1}{2}$ Inch Anchor Space Listing
A4HS	2 Inch Anchor Space Listing
A5HS	$\frac{3}{4}$ Inch Anchor Space Listing
A3HC	$\frac{1}{2}$ Inch Anchor Space Listing Caption
A4HC	2 Inch Anchor Space Listing Caption

\*May also be coded as an Indented Listing Example — INDT RL

## TERMS AND CONDITIONS OF ORDER FOR DIRECTORY REPRESENTATION

and agrees that:

representative of the New York Telephone Company, his order, is authorized by the New York Telephone Company ("") to solicit units of representation in telephone service (such units of representation being hereinafter referred to as "units"), and is authorized to agree to insert the units ordered or to soever not expressly provided for herein.

ach unit will be billed monthly during the period but, by mutual agreement between the Company and the customer, one month may be included on one bill. In the event that the Applicant fails to tender, all amounts remaining to be paid hereunder of said directory or directories shall become due

or in whole or in part, by giving written notice not later than the date for the directory involved. Cancellation closing

ses to conduct the business referred to in the service referred to therein is terminated, and calls the telephone number, the Applicant will not be bound by the judgment of the Company, neither the Applicant receives any benefit from the continued appearance issue. Termination of a listing referred to in the telephone answering service listing referred to in the termination of telephone service.

shall determine when any particular issue of a page succeeding issue published.

any Yellow Pages unit will appear on any specific page.

s that he is authorized to sign it.

bility for the protection of its copyright in any map, photograph, or combination thereof included

the right to use any trade mark, or trade name, or registered, and in the manner and in accordance with warrants he has the right to use any name, por-

- trait, picture or illustration of a person shown in the copy submitted for representation. The Applicant agrees to give notice in writing if he should cease to have any such right.
- d. A trade mark heading or a listing under a trade name caption is ordered with the understanding that other persons claiming to be authorized may also be listed thereunder, unless the Company is otherwise directed in writing by the owner of the trade mark or trade name or by the owner's authorized agent.
  8. The Applicant agrees to indemnify and hold harmless the Company from and against any and all liability, claims, demands, suits, or causes of action, whether or not attributable to the negligence of the Company, and will pay all expenses, including attorney's fees, incurred by the Company in the defense thereof, arising out of the publication of any trade mark, trade name, or any name, portrait, picture or illustration of a person in accordance with this order or any copy submitted in connection with this order.
  9. While the Company will endeavor, on request, to show the Applicant proof of representation (other than space listings, extra line or listings), the liability of the Applicant hereunder shall not be affected by failure to show such proof.
  10. Publication of any unit in any issue of the directory specified shall constitute acceptance of this order for such unit with respect to such issue only. The omission of a unit from any issue of the directory shall constitute a rejection by the Company of the order for such unit with respect to such issue, and in the event of omission, any amount paid hereunder applicable to the omitted unit for that issue shall be refunded to the Applicant and no other or further liability shall exist.
  11. The Company reserves the right, without notice to the Applicant, to make all listings and advertisements conform with the official records of the Company as to address and telephone number, and to alter any representation in order to make it conform with the standards and practices governing the printing of telephone directories published by the Company.
  12. No error or other deviation in a unit shall affect the obligation of the Applicant hereunder to pay the full charges therefor, unless such error or deviation substantially diminishes the value of such unit. The liability, if any, for any error or deviation in a unit shall in no event exceed the amount which shall have been paid hereunder for such unit for the period during which such error or deviation continues.
  13. The Company is not responsible for special agreements of any nature unless in writing and signed by an officer of the Company. Publication of any unit shall not constitute a waiver of this condition.

## RATES FURNISHED UPON REQUEST

### EXPLANATION OF UNIT CODES

#### YELLOW PAGES UNIT OF REPRESENTATION

TC	Trade Cross-Reference
TAL	Trade Alternate Call Listing
TCT	Trade Caption Text
TN	Trade Name Listing
TNE	Trade Name Extra Line
TNAL	Trade Name Alternate Call Listing
TNRL	Trade Name Regular Listing (Indented)
GRL	Guide — Regular
GSL	Guide — Semi-Bold
GBL	Guide — Bold
GEL	Guide — Extra Line
GAL	Guide — Alternate Listing
G1LS	Guide — One Line Space Listing
G1HS	Guide — $\frac{1}{2}$ Inch Space Listing
G2HS	Guide — 1 Inch Space Listing
G3HS	Guide — $\frac{1}{2}$ Inch Space Listing
G4HS	Guide — 2 Inch Space Listing
G5HS	Guide — $\frac{1}{2}$ Inch Space Listing

INDT RL

#### YELLOW PAGES UNIT OF REPRESENTATION

1LS	One Line Space Listing
1HS	$\frac{1}{2}$ Inch Space Listing
2HS	1 Inch Space Listing
3HS	$\frac{1}{2}$ Inch Space Listing
4HS	2 Inch Space Listing
5HS	$\frac{1}{2}$ Inch Space Listing
3HSC	$\frac{1}{2}$ Inch Space Listing Caption
4HSC	2 Inch Space Listing Caption
5HSC	$\frac{1}{2}$ Inch Space Listing Caption
ARL	Anchor — Regular Listing (No Charge)
ABL	Anchor — Bold Listing
A1HS	$\frac{1}{2}$ Inch Anchor Space Listing
A2HS	1 Inch Anchor Space Listing
A3HS	$\frac{1}{2}$ Inch Anchor Space Listing
A4HS	2 Inch Anchor Space Listing
A5HS	$\frac{1}{2}$ Inch Anchor Space Listing
A3HC	$\frac{1}{2}$ Inch Anchor Space Listing Caption
A4HC	2 Inch Anchor Space Listing Caption

#### YELLOW PAGES UNIT OF REPRESENTATION

ASHSC	$\frac{1}{2}$ Inch Anchor Space Listing Caption
QC	Quarter Column Display
DQC	Double Quarter Column Display
HC	Half Column Display
DTC	Double Three Eighths Column Display
DHC	Double Half Column Display
PQC	Product Sell Quarter Column Display
PDOC	Product Sell Double Quarter Column Display
PHC	Product Sell Half Column Display
POHC	Product Sell Double Half Column Display

**WHITE PAGES**

WBL	White Pages Bold Listing
WCBL	White Pages Cross-Reference Bold Listing
WTM	Top Margin
WBM	Bottom Margin (3 or 4 Col.)
W1BM	1 Column Bottom Margin
W2BM	2 Column Bottom Margin
W3BM	3 Column Bottom Margin (4 col. dir.)